

SO ORDERED.

SIGNED this 24 day of March, 2011.



**ROBERT E. LITTLEFIELD, JR.
CHIEF UNITED STATES BANKRUPTCY JUDGE**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In Re:

GUY D COVILLE
KATHY L DEBIE-COVILLE

Debtor.

CONDITIONAL ORDER

Case No.: 10-11798-1-rel
(Chapter 13)

HSBC MORTGAGE CORPORATION (USA), a Secured Creditor of Debtor, ("Secured Creditor") having moved this Court for an Order terminating the automatic stay as to Secured Creditor's interest in the premises commonly known as 13 APPLE STREET, BALLSTON, NY 12020 ("Mortgaged Premises") of which Debtor is the record owner, and

This default motion having been brought by the Secured Creditor and papers having been submitted by Steven J. Baum, P.C., attorneys for Secured Creditor, being in support of this motion, and no opposition having been submitted by ANDREA E. CELLI, ESQ., the Chapter 13 Trustee, by the U.S. Trustee or by JERROLD W. BARTMAN, ESQ., counsel for the Debtor, therefore no hearing having been held, and the terms of this

Conditional Order having been negotiated by and between the counsel for the Debtor and counsel for Secured Creditor, and due deliberation having been had, now

Upon Reading and Filing of the Notice of Motion, the Application of Secured Creditor dated the 27th day of January, 2011, and proof of service upon all necessary parties, upon motion of Steven J. Baum, P.C., and it is further

ORDERED, that the Debtor pay on or before March 31, 2011 to Secured Creditor HSBC MORTGAGE CORPORATION (USA) at 2929 WALDEN AVENUE, DEPEW, NY 14043; Attn: Bankruptcy Department, the sum of \$1,233.15 which when combined with \$144.42 held in Debtor's suspense account represents the November 1, 2010 post-petition payment in the amount of \$1,377.57; and it is further

ORDERED, that the Debtor pay on or before April 30, 2011 the sum of \$1,377.57 which represents the December 1, 2010 post-petition payment in the amount of \$1,377.57; and it is further

ORDERED, that the Debtor pay on or before May 31, 2011 the sum of \$1,377.57 which represents the January 1, 2011 post-petition payment in the amount of \$1,377.57; and it is further

ORDERED, that the Debtor pay on or before June 30, 2011 the sum of \$1,377.57 which represents February 1, 2011 post-petition payment in the amount of \$1,377.57; and it is further

ORDERED, that the Debtor pay on or before July 31, 2011 the sum of \$1,377.57 which represents the March 1, 2011 post-petition payment in the amount of \$1,377.57; and it is further

ORDERED, that the Debtor pay on or before August 31, 2011 the sum of \$500.00 which represents the Secured Creditor's attorney fees in the amount of \$350.00 and costs in the amount of \$150.00; and it is further

ORDERED, that the Debtor pay all future monthly mortgage installments, to Secured Creditor, as they become due, commencing with the installment payable on April 1, 2011, time being of the essence, with a default being deemed to have occurred in the event that any monthly mortgage payment is not received within fifteen (15) days of the date in which it is due; and it is further

ORDERED, that should the Debtor default in making any of the payments specified above, the Attorney for the Secured Creditor shall send a Notice of Default to the Debtor and the Attorney for the Debtor which shall outline the amount of the default and provide the Debtor ten (10) days to cure such default, and if the Debtor fails to cure the default, the Secured Creditor may submit an Ex-parte Order and final Order lifting the stay to the Court, and it is further

ORDERED, that Secured Creditor shall only send the aforementioned Notice of Default for each of the first three (3) instances of default and that upon a fourth (4th) instance of default, the Secured Creditor may submit an Ex-parte Order and final Order lifting the stay to the Court without providing the above-mentioned notice or any notice whatsoever.

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